



TERMS AND CONDITIONS

AUTHORIZATION TO TRADE.

- A. Subject to the acceptance of terms and conditions of Customer's application to open an Account with Mil Xtra, Customer hereby authorizes Mil Xtra to maintain one or more Accounts in Customer's name and engage in FX transactions for Customer's Account in accordance with oral, written or electronic instructions by Customer and its officers, partners, principals, employees or other agents ("Representatives"). Customer will bear the risk of all unauthorized instructions by its Representatives and will indemnify and hold Mil Xtra harmless from all claims, liabilities, losses, damages, fees, costs and expenses relating to or arising from Mil Xtra's reliance on such instructions, including any improper, unauthorized or fraudulent instructions by the Representatives, except in cases of gross negligence or willful misconduct by Mil Xtra. Unless expressly stated otherwise in writing, all transactions entered into between Mil Xtra and Customer shall be governed by the terms of this Agreement, as amended from time to time (including, without limitation, Mil Xtra's Risk Disclosures and Trading Policies and Procedures).
- B. ACCOUNTS 1. ACCOUNT APPROVALS AND MAINTENANCE. Mil Xtra may reject Customer's application or close Customer's Account for any reason, at Mil Xtra's sole and absolute discretion. Mil Xtra may require Customer to provide Mil Xtra with additional information or documentation in order for Mil Xtra to continue carrying Customer's Account. Customer acknowledges that Mil Xtra may, at any time in its sole and absolute discretion, restrict trading, disbursements or transfers. Mil Xtra may amend, change, revise, add or modify the Agreement at any time. The most current Agreement will be posted to Mil Xtra's Web site <http://www.1000EXTRA.com>. Customer understands that this Agreement cannot be modified by any verbal statements or written amendments that Customer seeks to make to the Agreement without written acceptance from the General Counsel of Mil Xtra.

JOINT ACCOUNT OWNERS.

If this Account is held by more than one (1) person, all of the joint holders agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Account is held in trust, joint ownership, or partnership, the undersigned hereby agrees to indemnify, defend and hold harmless Mil Xtra for any losses resulting from breach of any fiduciary duty of the undersigned to the other holders and beneficiaries of this Account. Further, any one or more of the joint owners shall have full authority for the Account and risk of the Account owners, to buy, sell, and trade in transactions of foreign currencies or off-exchange options, to deposit with and withdraw from Mil Xtra, currencies,

securities, negotiable instruments, and other property, including withdrawals to or for the individual use or Account of the party directing the sale or of any other party, to receive and acquiesce in the correctness of notices, confirmations, requests, demands and all other forms of communications, and to settle, compromise, adjust, and give releases with respect to any and all claims, demands, disputes, and controversies. Upon death or legal incapacity of any of the undersigned, Mil Xtra is authorized to take such action in regard to the Account, as Mil Xtra may deem advisable to protect itself against any liability, penalty or loss. Customer agrees to notify Mil Xtra immediately upon the death or legal incapacity of any joint owner. Mil Xtra may terminate this Agreement by written notice to any one of the joint owners. In the event that Mil Xtra receives a notice of a dispute between or conflicting instructions from joint account holders, Mil Xtra may, but is not required to, place restrictions on the account, including restrictions on withdrawals or transfers from an account, until Mil Xtra receives satisfactory documentations that the dispute has been resolved or all joint account holders give Mil Xtra instructions.

MARGINS AND DEPOSIT REQUIREMENTS.

Customer shall provide and maintain margin in such amounts and in such forms as Mil Xtra, in its sole discretion, may require. Customer agrees to deposit by immediate wire transfer such additional margin when and as required by Mil Xtra, and will immediately meet all Margin Calls in such mode of transmission as Mil Xtra shall, in its sole discretion, designate. Mil Xtra may change margin requirements at any time without prior notice. Mil Xtra retains the right to limit the amount and/or total number of open positions that Customer may acquire or maintain at Mil Xtra. Mil Xtra reserves the right to close any Customer positions at any time that it deems necessary. Mil Xtra shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions including but not limited to loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. For example, in volatile market conditions a margin call may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged, in the jurisdictions where hedging is permitted by law, due to currency conversion rate volatility or daily interest charges or credits.

ROLLOVERS.

Mil Xtra may, in its sole discretion and without notice to Customer, offset Customer's open positions, roll over Customer's open positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by Mil Xtra, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customer's open positions may differ on a customer-by-customer basis, at Mil Xtra's sole discretion.



LIQUIDATION OF ACCOUNTS.

In the event of: (a) death or judicial declaration of incompetence of Customer or, in the case of a legal entity, its dissolution or liquidation; (b) filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) filing of an attachment against any of Customer's Accounts carried by Mil Xtra; (d) insufficient margin, or Mil Xtra's determination that any collateral deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account; (e) Customer's failure to provide Mil Xtra any information requested pursuant to this Agreement; or (f) any other circumstances or developments that Mil Xtra deems appropriate for its protection, and Mil Xtra's sole discretion, it may take one or more, or any portion of, the following actions: (1) sell any or purchase any or all FX contracts, securities or other property held or carried for Customer; and (2) cancel any or all outstanding orders or contracts, or any other commitments made with Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal or appointed representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.

DISCLOSURE OF FINANCIAL INFORMATION.

Customer represents and warrants that the financial information disclosed to Mil Xtra in the Application is an accurate representation of the Customer's current financial condition. Customer represents and warrants that in determining Customer's Net Worth, Gross Income, Total Assets and Liabilities were carefully calculated. Customer represents and warrants that in determining the value of Total Assets, the Customer included cash and/or cash equivalents, Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets. Customer represents and warrants that in determining the value of Liabilities, Customer included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. Customer represents and warrants that Customer has very carefully considered the portion of Customer's Total Assets which Customer considers to be Risk Capital. Customer recognizes that Risk Capital is the amount of money Customer is willing to put at risk and if lost would not, in any way, change Customer's lifestyle. Customer agrees to immediately inform Mil Xtra if the Customer's financial condition changes in such a way as to reduce Customer's Net Worth and/or Risk Capital.



DEPOSITS AND WITHDRAWALS.

Mil Xtra shall neither receive nor disburse Customer's funds in cash currency or cash equivalents. All transactions between Customer and Mil Xtra shall be performed by wire, Automatic Clearing House ("ACH"), Credit card such as Visa or Mastercard or other method in which the identities of both the sending and receiving parties can be verified by Mil Xtra and which Mil Xtra, in its sole discretion, shall deem appropriate. Mil Xtra shall perform deposit/withdrawal transactions only between Customer's Mil Xtra Account and another Account which is held in Customer's name or of which Customer clearly demonstrates ownership to Mil Xtra. In order to prevent money laundering, fraud, and other unauthorized activity, Mil Xtra may limit Customer's withdrawal options. Withdrawal of funds can only be made to the same Credit Card with which the initial deposit or any of the deposits was made by the customer, or by the same method the customer used in order to deposit funds to his accounts.

Security and Disclosure Mil Xtra finance department handles all submitted withdrawal requests.

KYC Identification documents must be submitted in order to process a withdrawal. In the event that there is an irremediable breach of our contractual commitment to you and provided that you are not in breach of any of the items of our terms and conditions, Mil Xtra shall provide a refund equivalent to the lesser of the full initial deposit. In addition to any other remedy available, if you breach any of these terms and conditions of this Agreement or the Company has reasonable grounds for suspecting that you have breached the terms and conditions of this Agreement, in addition to any other remedies available to the Company, your credit may be forfeited at the discretion of the Company and the Company may retain any positive balance then existing in your account on account of any damages or other amounts owed by you to the Company pending investigation and/or the conclusion of any legal proceedings.

Failure to comply with this Agreement may also result in disqualification, account closure and/or legal action being taken against you. Refunds shall be paid by the same process as Withdrawals. Refunds from your account depend on the method of deposit which you initially used to fund your account. Funds are refunded to the original source of payment which was used. Traders who make a deposit but have not placed any trades and wish to withdraw their deposit, can do so by requesting a full refund back only to the original source of the funds, e.g. Credit Card. Refunds shall be paid by the same process as Withdrawals. Refunds from your account depend on the method of deposit which you initially used to fund your account.

Withdrawals to Credit or Debit Cards are processed back to cards as "refunds" up to the amount transacted by an individual for funding his/her account Subject to KYC identification documents being verified and approved. One wire money transfer per calendar month is free of charge. The minimum withdrawal is \$25. If you have deposited funds, received the platforms and all the tools and has not executed at least 5 trades before making a withdrawal request, you will be charged an additional fee for



any withdrawals on top of the fixed withdrawal fees outlined above. This is to prevent fraudulent abuse of our services. Once a withdrawal request is submitted it can take Mil Xtra Finance Department up to 3 business days to process the request. Once the request has been approved please allow an additional 5- 7 days for the funds to show in your account, it also depends on your bank processing time in order to post funds to your account.

MIL XTRA RESPONSIBILITIES.

Mil Xtra will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond Mil Xtra's control or anticipation. Mil Xtra shall not be liable for losses arising from the default of any agent or any other party used by Mil Xtra under this agreement.

CURRENCY FLUCTUATION RISK

If Customer directs Mil Xtra to enter into any foreign exchange FX transaction: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Customer's Account and risk; (b) all initial and subsequent deposits for margin purposes shall be made in USD, or another currency which Mil Xtra may choose to accept, in such amounts as Mil Xtra may in its sole discretion require, with subsequent deposits being in the same currency as the initial deposit; and (c) Mil Xtra is authorized to convert funds in Customer's Account for margin into and from such foreign currency at a rate of exchange determined by Mil Xtra in its sole discretion on the basis of then prevailing money market rates.

CROSS TRADE CONSENT

Customer hereby acknowledges and agrees that Mil Xtra may act as the counter-party to Customer for any trade entered for the undersigned's Account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable Regulations of the Financial Services Commission of British Virgin Islands or other regulatory agency.



COMMUNICATIONS

GENERAL COMMUNICATIONS. Reports, statements, notices and any other communications shall be transmitted to Customer electronically by posting to Customer's online Account or via e-mail to the e-mail address on Customer's application, or to such other e-mail address as Customer may from time to time designate to Mil Xtra.

E-MAIL AND ELECTRONIC COMMUNICATIONS. All e-mails sent to and from Mil Xtra are subject to monitoring, review or disclosure to someone other than Customer or Customer's intended recipient. Customer acknowledges that there may be delays in e-mail being received by Customer's intended recipient. Customer agrees to hold Mil Xtra harmless for any delay in e-mail delivery regardless of whether the delay was caused by Mil Xtra or a third party. E-mail sent to and from a Mil Xtra address may be retained by Mil Xtra's corporate e-mail system. Customer agrees not to use e-mail to transmit orders to purchase or sell FX and further agrees that Mil Xtra is not liable for any actions taken or any omissions to act as a result of any e-mail message Customer sends to Mil Xtra. Electronic communications with Mil Xtra via our Web site, wireless device or touchtone service are also subject to monitoring, review by or disclosure to someone other than the recipient and such communications may be retained by Mil Xtra.

COMPLIANCE

1. ANTI-MONEY LAUNDERING PROCEDURES. Customer agrees to and acknowledges that Mil Xtra may conduct the following procedures at the time of the opening and throughout the existence of the Account: a. Identity Verification. To help the government fight the funding of terrorism and money laundering activities, Mil Xtra is required to obtain, verify, and record information that identifies each person who opens an Account with Mil Xtra. When Customer opens an Account, Mil Xtra is required to collect information such as the following: 1) Customer's name; 2) date of birth; 3) permanent address; and 4) identification number. Mil Xtra may verify Customer's identifying information by performing a credit check, or requiring Customer to provide a driver's license or other identifying documents. b. Monitoring. Mil Xtra may monitor the trading activity in Accounts to investigate or identify potential money laundering. The Customer may not, directly or indirectly, deposit money into the Mil Xtra trading Account from a Restricted entity. Nor may the Customer, directly or indirectly, withdraw money from the Mil Xtra trading Account to any Restricted entity. If we become aware that any Restricted entity is associated with a Customer's Mil Xtra trading Account, we will take appropriate steps to prevent such access, including, where necessary, terminating the Account.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

All copyright, trademark, trade secret and other intellectual property rights in the Mil Xtra MetaTrader Online Trading Platform ("Trading Platform") shall remain at all times the sole and exclusive



property of Mil Xtra and/or its 3rd party service providers and Customers shall have no right or interest in the Trading Platform except for the right to access and use the Trading Platform as specified herein. Customer acknowledges that the Trading Platform are confidential and have been developed through the expenditure of substantial skill, time, effort and money. Customer will protect the confidentiality of Mil Xtra and/or its 3rd party service providers by allowing access to the Trading Platform only by its employees and agents on a need to access basis. Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Platform. Customer will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Platform or in the manner in which it operates.

RISK ACKNOWLEDGMENT.

Customer acknowledges that investments in leveraged FX transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss of their margin deposit. Customer understands that because of the low margin normally required in trading FX contracts, price changes in FX contracts trading may result in the loss of Customer's margin deposit. Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of FX contracts trading, and in consideration of Mil Xtra's carrying his/her Account(s), Customer agrees not to hold Mil Xtra responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Customer recognizes that guarantees of profit or freedom from loss are impossible in FX trading. Customer acknowledges that Customer has received no such guarantees from Mil Xtra or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her Mil Xtra Account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

RECORDINGS.

Customer agrees and acknowledges that all conversations regarding Customer's Account(s) between Customer and Mil Xtra personnel may be electronically recorded with or without the use of an automatic tone-warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Customer or Mil Xtra. Customer understands that Mil Xtra destroys such recordings at regular intervals in accordance with Mil Xtra's established business procedures and Customer hereby consents to such destruction.



RISK DISCLOSURE STATEMENT.

1. Trading in margined FX involves a high degree of risk including the risk of loss of the Customer's entire Risk Capital deposited with Mil Xtra. Losses, in some cases, have the potential to extend beyond the Customer's Account Value. In consideration of Mil Xtra agreeing to enter into FX Contracts with its Customer(s) for this Account, Mil Xtra requires all the undersigned Customer(s) to analyze their financial objectives, financial status, investment constraints and tax situation to determine whether FX trading is suitable. In addition, we require our Customers to carefully read and acknowledge the Mil Xtra Risk Disclosure Statement that outlines without limitation the risks associated with trading margined FX through Mil Xtra. By signing this Agreement the Customer understands and agrees that:

2. OTC Margined FX Trading involves a high amount of risk and is highly speculative. Customer(s) agrees that they are in full understanding and willing to assume the legal, economic, and other risks associated with the trading in margined FX, and are willing and able to assume the loss of their entire Risk Capital, defined as those funds, that if lost, would not change your lifestyle or your family's lifestyle. As such, they further agree that margined FX trading is not suitable for Retirement Funds. Mil Xtra encourages Customers to closely manage outstanding open positions and to use prudent money management precautions such as, but not limited to, Stop Loss Orders.

PAYMENTS AND REFUND POLICY.

Mil Xtra and all its sites use several Merchant Solutions ("Merchant Solutions") for online payment, order processing, order delivery, and other merchant solutions. Billing occurs at the time of or shortly after your transaction. If a credit card is being used for a transaction, Mil Xtra may obtain preapproval for an amount up to the amount of the order. You agree that you will pay for all products you purchase through the Merchant Solutions, and that Mil Xtra may charge your credit card for any products purchased. All sales of products are final. Fees paid for products and services are non-refundable. Prices for products offered via the Merchant Solutions may change at any time, and the Merchant Solutions does not provide price protection or refunds in the event of a price reduction or promotional offering.